



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving the Meter Maintenance Program Agreement, the Metering Equipment Transfer Letter of Agreement and the Bill of Sale with Northern California Power Agency and Authorizing Execution by the City Manager

MEETING DATE: October 19, 2011

PREPARED BY: Electric Utility Director

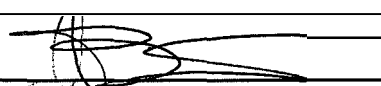
RECOMMENDED ACTION: Adopt a resolution approving the Meter Maintenance Program Agreement, the Metering Equipment Transfer Letter of Agreement and the Bill of Sale with Northern California Power Agency and authorizing execution by the City Manager.

BACKGROUND INFORMATION: The City of Lodi (City) operates as a Metered Subsystem (MSS) within the California Independent System Operator's (CAISO) Balancing Authority Area, and is a party to the Second Amended and Restated NCPA MSS Aggregator Agreement (MSSA Agreement), and accordingly the City is obligated to comply with certain provisions of the CAISO Tariff applicable to metering equipment, including but not limited to, maintenance, outage restoration, testing and certification. The City is required to maintain CAISO certified settlement quality meters at each point-of-interconnection with the CAISO Balancing Authority Area, and at each CAISO registered generating facility; therefore, meter maintenance and the ability to promptly respond to meter failures is a critical requirement that must be met in order to remain compliant with the rules of the CAISO Tariff and MSSA Agreement.

Also, pursuant to Letter of Agreement 08-SNR-01177 (Attachment A) made by and between the Northern California Power Agency (NCPA) and the Western Area Power Administration (Western) on December 4, 2006, Western has transferred full title of meters and metering equipment located at the NCPA Pool Members' points-of-interconnection with the CAISO Balancing Authority Area, and in exchange NCPA provided to Western new meters of equivalent value. All three of these meters and associated metering equipment serve exclusively the loads of the City, two at the Industrial Substation and one at the White Slough Water Pollution Control Facility. Pursuant to NCPA Commission Resolution 08-103 (Attachment B), the City previously provided funds (\$22,667) to NCPA, which NCPA used to purchase the replacement meters that were delivered to Western under Letter of Agreement 08-SNR-11177. In exchange for such funds NCPA intends to transfer full right, title and interest in the meters and metering equipment to the City, but such transfer has not occurred to date.

Pursuant to NCPA Commission Resolution 08-103, NCPA has agreed to transfer to the City the full right, title and interest in the meters and metering equipment received by NCPA from Western pursuant to Letter of Agreement 08-SNR-01177. Therefore, NCPA has developed the Metering Equipment Transfer Letter of Agreement and Bill of Sale (Attachment C) which, when executed, will effectuate this transfer.

APPROVED:


Konradt Bartlam, City Manager

In order to remain compliant with the rules and requirements of the CAISO Tariff and MSSA Agreement regarding meter maintenance and certification, the City will need to execute the Meter Maintenance Program Agreement (Attachment D) developed by NCPA under which NCPA will provide services including maintenance, repair, testing, certification, installation, replacement and removal of meters and metering equipment to the City. NCPA has developed the Meter Maintenance Program Agreement under which NCPA will provide such services for the City by acquiring services from Trimark Associates, Inc. (Trimark) pursuant to the General Services Agreement Between NCPA and Trimark (Attachment E). Trimark is one of only three entities that are certified by the CAISO to maintain and certify these types of meters and is the only such entity that works in Northern California.

The Meter Maintenance Program Agreement, Metering Equipment Transfer Letter of Agreement and Bill of Sale, Services Agreement, NCPA Commission Resolution 08-103 and Letter of Agreement 08-SNR-01177 have been attached to this staff report for reference.

Metering Equipment Transfer Letter of Agreement and Bill of Sale

The Metering Equipment Transfer Letter of Agreement and Bill of Sale has been developed to transfer full right, title and interest in the meters and metering equipment received by NCPA from Western, on behalf of the City, pursuant to Letter of Agreement 08-SNR-01177. The meters and metering equipment that will be transferred to the City will be transferred in their "AS IS" and "WHERE IS" condition, and NCPA will not provide any warranty of any kind, including, but not limited to, the warranty of title, fitness or merchantability, whether expressed or implied. The Metering Equipment Transfer Letter of Agreement and Bill of Sale also confirms that the City has previously compensated NCPA for the meters and metering equipment being transferred, pursuant to NCPA Commission Resolution 08-103; therefore the City's obligation to compensate NCPA for the meters and metering equipment transferred under the agreement has been satisfied and is paid in full.

Meter Maintenance Program Agreement

NCPA has developed the Meter Maintenance Program Agreement under which NCPA will acquire services from Trimark, on behalf of the City, to perform meter maintenance activities. NCPA's services provided under the Meter Maintenance Program Agreement will consist of the management of the Services Agreement with Trimark to perform meter and metering equipment maintenance, repair, testing, certification, installation, replacement and removal for the equipment located at the City's points-of-interconnection with the CAISO Balancing Authority Area. For the collective meter maintenance services and skills sought by NCPA, Trimark was deemed to be the sole source provider which has the combination of skills, equipment and staff required to perform the full collection of services NCPA is seeking, and Trimark is an established and reputable business partner in northern California. The Meter Maintenance Program Agreement will benefit the City by providing a cost effective, coordinated and responsive service to maintain meters and metering equipment, which is required to remain compliant with the rules of the CAISO Tariff and MSSA Agreement.

The Meter Maintenance Program Agreement is for a term of three (3) years, and is made to be consistent with the term of the underlying Services Agreement with Trimark. The scope of services provided under the Meter Maintenance Program Agreement are described in detail in Exhibit A of the Meter Maintenance Program Agreement, but are meant to be consistent with, and not more broad than, the scope of the services in the Services Agreement. To perform services under the Meter Maintenance Program Agreement, NCPA will coordinate with Trimark and the City to respond to issues that arise in the field regarding meters and metering equipment covered under the scope of the agreement.

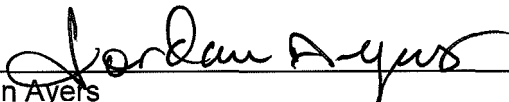
By executing the Meter Maintenance Program Agreement, the City agrees to secure NCPAs services by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at the City's sole expense, thereby insuring that NCPA will substantially limit its risk for the provision of such services. The Meter Maintenance Program Agreement will act as a pass through agreement for the cost of services provided. NCPA will pass all costs incurred under the Services Agreement to provide service under the Meter Maintenance Program Agreement applicable to the City's metering equipment. In addition to such pass through costs, the City also agrees to pay all NCPA management costs for providing services as set forth in NCPAs then current Annual Budget, if any.

FISCAL IMPACT:

Costs for services provided to the City under the Meter Maintenance Program Agreement will be based on the compensation schedules and hourly fees included in Exhibit B of the Meter Maintenance Program Agreement, and the NCPA Annual Budget.

FUNDING AVAILABLE:

Included in FY2011/12 Budget Account Number 160642.



Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Matt Foskett, Manager, Rates & Resources

MF/EAK/lst



July 22, 2009

651 Commerce Drive
Roseville, CA 95678
(916) 761-3636
www.ncpa.com

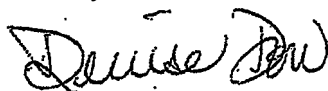
Mr. Thomas R. Boyko
Regional Manager
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630-4710

Dear Mr. Boyko,

Enclosed is your original of the signed Concurrence to your letter dated July 8, 2009 pertaining to the Western Area Power Administration and Northern California Power Agency Letter of Agreement **08-SNR-01177**. Please retain this for your files.

If you have any questions, please let me know.

Sincerely,



DENISE DOW
Executive Assistant
(916) 781-4202

/dd
9:21



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

JUL 8 2009

Mr. James H. Pope
General Manager
Northern California Power Agency
180 Kirby Way
Roseville, CA 95678

Dear Mr. Pope:

A handwritten signature in black ink, appearing to be "J.H. Pope", written over the "Dear Mr. Pope:" text.

The Western Area Power Administration (Western) and the Northern California Power Agency (NCPA) entered into Letter of Agreement **08-SNR-01177** (LOA) on March 6, 2009. The LOA sets forth the terms and conditions under which Western will transfer to NCPA title (ownership) of specific Western in-situ meters and metering equipment serving certain NCPA member loads. In exchange for said transfer, NCPA acquired and provided to Western a quantity of new meters with a value equivalent to the Western meters and metering equipment transferred to NCPA.

Upon signatory concurrence by NCPA of this letter below, Western and NCPA agree to the following: (1) the obligations of the parties under the LOA are satisfied, (2) NCPA accepts title to the meters and metering equipment as listed under the LOA, and (3) the LOA is terminated.

If you concur with the statements herein, please have the appropriate authorized NCPA representative sign and date both originals and return one to this office.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Thomas R. Boyko, written over the "Sincerely," text.

Thomas R. Boyko
Regional Manager

In Duplicate

Concurrence:

NORTHERN CALIFORNIA POWER AGENCY

By: 

Address:

Date: 

cc:

Mr. Matt Foskett
Northern California Power Agency
180 Kirby Way
Roseville, CA 95678

Mr. Jerry Toenyes
Northern California Power Agency
180 Kirby Way
Roseville, CA 95678

Mr. James H. Pope
General Manager
Northern California Power Agency
180 Kirby Way
Roseville, CA 95678

Dear Mr. Pope:

The Western Area Power Administration (Western) and the Northern California Power Agency (NCPA) entered into Letter of Agreement 06-SNR-00960 (LOA 00960) on December 4, 2006. LOA 00960 includes an Attachment (Attachment 1) that lists Western's meters and metering equipment serving certain NCPA member loads that are interconnected to the Pacific Gas and Electric Company's (PG&E) transmission or distribution system. LOA 00960 sets forth NCPA's responsibility for the collection and accuracy of meter data associated with the meters listed on Attachment 1, and both Western's and NCPA's responsibilities for the operation, maintenance, repair, and replacement of said meters and associated metering equipment. With the termination of Contract 14-06-200-2948A, between Western and PG&E, on December 31, 2004, and the subsequent role of NCPA performing the California Independent System Operator Scheduling Coordinator responsibilities for the NCPA member loads, Western is not obligated to provide metering service and manage the meter data associated with these NCPA member loads except as agreed to under LOA 00960. Western removed one metering set from the City of Lodi's White Slough North Substation in August 2007 in accordance with LOA 00960. Subsequently, NCPA requested Western suspend removal of the metering sets until other options could be considered. Western and NCPA have arrived at a satisfactory option to exchange meters and metering equipment in lieu of continuing the metering arrangements set forth under LOA 00960. Western will transfer title of Western's meters and metering equipment described in Exhibit A to NCPA, and in exchange, NCPA will provide Western with new meters of equivalent value.

This Letter of Agreement 08-SNR-0XXXX (LOA 0XXXX) sets forth the terms and conditions under which (1) Western **will** transfer to NCPA title to the Western meters and metering equipment **as** listed on the attached Exhibit A and, (2) NCPA will provide new meters to Western in exchange for said transfer of title. The Western meters and associated metering equipment to be transferred to NCPA under this **LOA 0XXXX** are serving the loads of the following NCPA members:

- 1) Alameda Power **and** Telecom
- 2) City of Biggs
- 3) City of Gridley
- 4) City of Healdsburg
- 5) City of Lodi
- 6) City of Lompoc
- 7) City of Palo Alto
- 8) City of Ukiah
- 9) Plumas Sierra **Rural** Electric Cooperative
- 10) Port of Oakland (OBRA)

Therefore, by execution of this LOA **0XXXX** Western and NCPA agree to the following:

1. On the date NCPA delivers and Western accepts the new meters provided by NCPA under item number 3 below, Western hereby transfers full title of the Western meters and metering equipment **listed** in Exhibit A attached hereto to NCPA, and NCPA accepts and takes sole possession and title **of** said Western meters and equipment in their existing condition on the date of transfer;
2. Western transfers its meters and metering equipment "as is." Western provides no warranties of any kind what-so-ever, including any expressed or implied warranties;
3. By no later than 120 calendar days **from** the effective date of this LOA **0XXXX**, NCPA shall deliver 38 new MaxSys-2510 meters to Western at Western's Elverta warehouse in exchange for the value of the meters and metering equipment transferred to NCPA under item 1 above. NCPA and Western agree that the meters provided by NCPA and delivered to Western have **an** equivalent value to

the value of the meters and metering equipment transferred to NCPA under item 1 above;

4. If NCPA does not deliver the meters to Western within the 120 days specified in item 3 above, this LOA shall terminate immediately and Western shall be under no obligation to transfer title of the Western meters and metering equipment to NCPA as set forth under item 1 above. Prior to this LOA terminating under this item 4, Western and NCPA may mutually agree in writing to extend the number of days by which NCPA shall deliver said meters to Western; and
5. Upon the satisfactory completion of the obligations of both Western and NCPA as set forth in items 1 and 3 above, LOA 00960 is terminated.

NCPA hereby agrees to indemnify and hold harmless Western, its employees, agents or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of NCPAs', its employees', agents', or subcontractors' activities associated with the obligations under this LOA 0XXXXX.

This LOA 0XXXXX shall become effective upon execution by NCPA and shall remain in effect until the earlier of (1) termination in accordance with the terms of this LOA 0XXXXX or (2) the date the obligations of Western and NCPA under this LOA 0XXXXX are completed.

If you are in agreement with the terms and conditions of this LOA 0XXXXX, please have the appropriate authorized NCPA representative sign, attest, and date both originals and return one to this office.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

Thomas R. Boyko
Regional Manager

In Duplicate

Attachment: Exhibit A - Western Meters and Metering Equipment Transferred to NCPA

NORTHERN CALIFORNIA POWER AGENCY

Attest:

By: _____

By: _____

Address: _____

Date: _____

Date: _____

cc:

Mr. ~~Matt~~ Foskett
Northern **California** Power Agency
180 Cirby Way
Roseville, CA 95678
(with copy of Exhibit A)

Mr. **Jerry** Toenyes
Northern **California** Power Agency
180 Cirby Way
Roseville, CA 95678
(with copy of Exhibit **A**)

bcc:

~~N0000~~, N0020, N4000, N5000, N5200, N6000, N6100, N6200, N6400, N8000, N6211
(all with copy of Exhibit A)

Exhibit A

Transfer of Equipment Costs

1. On the date NCPA delivers and Western accepts the new meters provided by NCPA, NCPA hereby transfers full title of the Western meters and metering equipment listed in Exhibit A attached hereto to each respective pooling member, and each member accepts and takes sole possession and title of said Western meters and equipment in their existing condition on the date of transfer. Western transfers its meters and metering equipment "as is" to NCPA on behalf of the pooling member and NCPA provides no warranties of any kind what-so-ever;
2. Each member shall reimburse NCPA for the following amount to transfer metering equipment as specified in WAPA LOA **08-SNR-01177**.

Member	% of Proposed	Amount
Alameda	14.91%	\$22,667
City of Biggs	8.36%	\$12,700
City of Gridley	7.46%	\$11,334
City of Healdsburg		
City of Lodi	14.91%	\$22,667
City of Lompoc	15.23%	\$23,150
City of Palo Alto	22.85%	\$34,724
city of Ukiah	8.20%	\$12,459
Plumas Sierra REC	0.32%	\$482
Port of Oakland	0.32%	\$482

RESOLUTION 08-103

RESOLUTION OF THE COMMISSION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE LETTER AGREEMENT SERVICES FOR THE
MEMBER LOAD METERING PROGRAM

WHEREAS, the following NCPA members and associate members, Alameda Power & Telecom, City of Biggs, City of Gridley, City of Healdsburg, City of Lodi, City of Lompoc, Plumas Sierra Rural Electric Cooperative and Port of Oakland have requested the transfer of title for Western equipment specified in attachment 1 in turn for transferring equal value equipment per Western LOA 08-SNR-01177; and

WHEREAS, Members Alameda Power & Telecom, City of Biggs, City of Gridley, City of Healdsburg, City of Lodi, City of Lompoc, Plumas Sierra Rural Electric Cooperative, and Port of Oakland take full responsibility of equipment specified in attachment 1; and

WHEREAS, NCPA has prepared a letter agreement that is reviewed by the specified members Interim and/or Utility Director; and

WHEREAS, pursuant to the attached agreement, each Member will reimburse NCPA for the costs of performing these services at no additional expense to the other members of NCPA; and

WHEREAS, pursuant to the attached agreement, each Member will reimburse NCPA for the costs of transferring Western equipment at no additional expense to the other members of NCPA; and

WHEREAS, the proposed Commission action to approve an agreement with Western and to approve an agreement with certain NCPA members and associate members to exchange and procure meter equipment would not result in a direct or reasonable foreseeable indirect change in the physical environment and is therefore not a "project" for the purposes of Section 21065 of the California Environmental Quality Act and, as such, no environmental review is necessary.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Northern California Power Agency:

1. Authorize increasing the Load Metering Program budget for the fiscal year 2008-09 by **\$152,000**, to purchase meters for WAPA.
2. Approves the attached letter Agreement with Alameda Power & Telecom, City of Biggs, City of Gridley, City of Healdsburg, City of Lodi, City of Lompoc, Member Load Metering Participants, Plumas Sierra Rural Electric Cooperative, and Port of Oakland; and
3. Authorizes the General Manager to execute the agreement, with such minor modifications that may be necessary and as approved by General Counsel; and
4. Authorizes the General Manager to execute the letter agreement with Western to transfer equipment in behalf of each member in exchange for Metering equipment specified in LOA 06-SNR-00960, with such minor modifications that may be necessary and as approved by General Counsel.

PASSED, ADOPTED and APPROVED this 4th day of December, 2008, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	<u>Y</u>		
BART			<u>X</u>
Biggs	<u>Y</u>		
Gridley	<u>Y</u>		
Healdsburg	<u>Y</u>		
Lodi	<u>Y</u>		
Lompoc	<u>Y</u>		
Palo Alto	<u>Y</u>		
Port of Oakland			
Redding		<u>X</u>	
Roseville		<u>X</u>	
Santa Clara		<u>X</u>	
TID		<u>X</u>	
Truckee Donner			<u>X</u>
Ukiah			<u>X</u>
Plumas-Sierra			<u>X</u>


LARRY HANSEN
CHAIRMAN

ATTEST:


DENISE DOW
ASSISTANT SECRETARY

Date

Mr. Konradt Bartlam
City Manager
City of Lodi
221 WEST PINE STREET
P.O. BOX 3006
Lodi, CA 95241-1910

Subject: Metering Equipment Transfer Letter of Agreement and Bill of Sale

Dear Mr. Konradt Bartlam:

This Metering Equipment Transfer Letter of Agreement ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY ("NCPA"), a joint public powers agency with offices located at 651 Commerce Drive, Roseville, California and the City of Lodi, a municipal corporation, with offices located at 221 WEST PINE STREET, Lodi, California ("Contracting Member") (together sometimes referred to herein individually as "Party" and collectively as "Parties") as of the date Contracting Member signs this Agreement (the "Effective Date").

This Agreement sets forth the terms and conditions under which NCPA will transfer title of the meters and metering equipment listed in Exhibit A herein to Contracting Member. In accordance with Letter of Agreement 08-SNR-01177 made by and between NCPA and the Western Area Power Administration ("Western") on December 4, 2006, Western has transferred full title of the meters and metering equipment listed in Exhibit A to NCPA, and in exchange NCPA has provided to Western new meters of equivalent value. The meters and metering equipment transferred from Western to NCPA serves the loads of Contracting Member. Pursuant to this Agreement NCPA now desires to transfer full title of the meters and metering equipment to Contracting Member.

Therefore, by execution of this Agreement NCPA and Contracting Member agree to the following:

1. On the Effective Date of this Agreement NCPA hereby transfers full right, title and interest in the meters and metering equipment listed in

takes possession and all right, title and interest in the meters and metering equipment in their existing condition on the Effective Date.

2. NCPA transfers the meters and metering equipment to Contracting Member in their "AS IS" and "WHERE IS" condition. NCPA does not provide any warranty of any kind what-so-ever, including, but not limited to, the warranty of title, fitness or merchantability, whether expressed or implied.
3. In consideration of the transfer of title and possession of the meters and metering equipment from NCPA to Contracting Member, Contracting Member has reimbursed NCPA by payment of Twenty Six Thousand Five Hundred Seven dollars (\$26,507) from Contracting Member to NCPA (payment from Contracting Member to NCPA was made as part of the 2009 NCPA annual settlement process pursuant to Resolution 08-103 of the NCPA Commission). Those funds have been used by NCPA to purchase replacement meters that were delivered to Western in accordance with Letter of Agreement 08-SNR-01177; therefore Contracting Member's obligation to compensate NCPA for the meters and metering equipment transferred under this Agreement has been satisfied and is paid in full.

Indemnification of NCPA. Contracting Member hereby agrees, at its sole cost and expense, to defend, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees' arising out of this Agreement.

Limitation of NCPA's Liability. Contracting Member hereby agrees that NCPA shall not at any time be liable for any injury or damage occurring to Contracting Member or any other person or property from any cause whatsoever arising out of this Agreement.

Term. This Agreement shall become effective upon its execution by Contracting Member and shall remain in effect until the date the obligations of NCPA and Contracting Member under this Agreement are fully executed.

Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

Integration; Incorporation. This Agreement, including Attachment A, attached hereto, represents the entire and integrated agreement between Contracting Member and NCPA relating to the subject matter of this Agreement, and it supersedes all prior negotiations, representations, or agreements, either written or oral. Attachment A attached hereto is incorporated by reference herein.

Attachment A – List of Contracting Member Meters and Metering Equipment

Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively.

Authority of Signatory. The individuals signing this Agreement represent that they are duly authorized to execute this Agreement on behalf of the Contracting Member.

If you are in agreement with the terms and conditions set forth in this Agreement, please have the appropriate authorized representative sign, attest and date both originals and return one fully executed agreement to NCPA. Send such to the attention of David Dockham, Assistant General Manager – Power Management.

If you have any questions regarding this Agreement, please contact Mr. Tony Zimmer at (916) 781-4229.

Sincerely,

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

CONTRACTING MEMBER

CITY OF LODI, a municipal corporation

ATTEST:

By: _____

By: RANDY TOHL

Title: City Clerk

By: _____

Name: KONRADT BARTLAM

Title: City Mananer

Date: _____

APPROVED AS TO FORM:

NCPA

D. STEPHEN SCHWABAUER, City Attorney

JANICE D. MAGDICH, Deputy City Attorney

By: _____



By: _____

Name: _____

Title: _____

cc:

Mr. David Dockham
Assistant General Manager, Power Management
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

ATTACHMENT A

List of Contracting Member Meters and Metering Equipment

The following is the list of meters and metering equipment to be transferred from NCPA to Contracting Member in accordance with this Agreement.

Member	location	Site ID No.	Meter Mfg	Meter Type	Meter Serial No.	instrument Transformer Mfg	Current Transformer Mfg	Potential Transformer Mfg	Transformer Type	Transformer Voltage (kV)	Instrument Transformer Serial Nos.	Current Transformer Serial Nos.	Potential Transformer Serial Nos.	Disconnect Switch	Date in Service
City of Lodi	Lodi Industrial Sub Line #1	5840505	Siemens-	PSI QUAD 4+	38819	Square - D			NH-350	60	90054				28-06-97
						Square - D			NH-350	60	90055				28-06-97
						Square - D			NH-350	60	90056				28-06-97
City of Lodi	Lodi Industrial Sub Line #2	5840507	Siemens -	PSI QUAD 4 t	58742689	Square - D			NH-350	60	90057				28-Mar-92
						Square - D			NH-350	60	90058				28-Mar-92
						Square - D			NH-350	60	90059				28-Mar-92
City of Lodi	Lodi White Slough North	5840503	Siemens	QUAD 4+	38818										28-06-97
						Square D			C03-110	15		126451			28-06-97
						Square D			C03-110	15		126452			28-06-97
						Square D			C03-110	15		126453			28-06-97
							Balteau		MEO-1505	15			T-2734155		19-Jun-99
							Balteau		MEO-1505	15			T-2734159		19-Jun-99
							Balteau		MEO-1505	15			T-2734/63		19-Jun-99



**METER MAINTENANCE PROGRAM AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND CONTRACTING MEMBERS**

This Meter Maintenance Program Agreement ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY ("NCPA"), a joint public powers agency with offices located at 651 Commerce Drive, Roseville, California and City of Alameda, City of Biggs, City of Gridley, City of Healdsburg, City of Lodi, City of Lompoc, City of Palo Alto, Plumas Sierra Rural Electric Cooperative, City of Oakland (acting through its Board of Port Commissioners) and City of Ukiah, who each are NCPA Members (each being a "Contracting Member" and jointly referred to as "Contracting Members"). NCPA and the Contracting Members are together sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Agreement is made as of _____, 20__ (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Members are engaged in, among other things, transmitting and distributing electric power within their respective corporate limits. Contracting Members are also members of NCPA. Contracting Members desire that NCPA provide Contracting Members with the Services described in this Agreement.

1.3 Article III, section 3 of the "Amended and Restated Northern California Power Agency Joint Powers Agreement" (as amended and effective January 1, 2008) (hereinafter "JPA") entitled "Powers and Functions" provides that none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged." Notwithstanding the foregoing, Article V, section 1 of the JPA entitled "General Provisions" provides that "[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA."

1.4 Contracting Members desire to secure NCPA's Services under this Agreement in a manner that balances their interests and the interests of other NCPA members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Members desire to secure NCPA's Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Members' sole expense, thereby insuring that NCPA will substantially limit its risk for the provision of such Services which, in turn, allocates risks back to the Contracting Members in the event NCPA is not adequately insured.

1.5 Contracting Members operate as Metered Subsystems located within the CAISO Balancing Authority Area, and are parties to the Second Amended and Restated NCPA MSS Aggregator Agreement, as it may be amended from time to time; therefore Contracting Members have obligations to comply with certain provisions of the CAISO tariff applicable to metering equipment, including but not limited to, maintenance, outages, testing, and certification.

1.6 Contracting Members desire to secure NCPA's Services under this Agreement to management the maintenance, repair, testing, certification, installation, replacement, and removal of the metering equipment listed in Exhibit C herein, which is owned or operated by Contracting Members.

1.7 NCPA will provide Services to Contracting Members under this Agreement by acquiring services from Trimark Associates, Inc. ("Contractor") pursuant to the General Services Agreement Between the Northern California Power Agency and Trimark Associates, Inc. dated as of _____, 20__ ("Service Agreement").

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Members agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "All Resources Bill" shall mean the single, combined monthly bill from NCPA to a NCPA Member, with respect to all NCPA programs and projects.

2.2 "Annual Budget" shall mean the budget for the ensuing Fiscal Year adopted by the Commission, as may be amended from time to time.

2.3 "Balancing Authority" shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

2.4 "Balancing Authority Area" shall mean the geographic territory over which a Balancing Authority exercises jurisdiction.

2.5 "CAISO" shall mean California Independent System Operator, a non-profit benefit corporation acting as a Balancing Authority and responsible for the provision of fair and open transmission access, and maintaining reliable and efficient operation of the grid, within portions of the State of California, or its successor Balancing Authority.

2.6 "Commission" shall mean the NCPA Commission.

2.7 "Contractor" shall mean Trimark Associates, Inc., the counterparty to NCPA on the Service Agreement.

2.8 "Fiscal Year" shall mean the NCPA fiscal year, a twelve month period beginning July 1 and ending on the next following June 30.

2.9 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the electric utility industry.

2.10 "Metered Subsystem" or "MSS" shall mean a geographically contiguous electrical system, recognized by CAISO as a MSS, which operates as a publicly owned utility, state agency or federal power marketing authority within the Balancing Authority Area in which all electrical flows into or out of the MSS are measured by CAISO certified revenue quality meters at each interface point with the CAISO controlled grid, and all generating units or resources, including proxy demand resources internal to the MSS, measured by CAISO certified revenue quality meters, and which is operated in accordance with a CAISO approved MSS agreement.

2.11 "NCPA Members" shall mean the signatories to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.12 "Scheduling Coordinator" shall mean an entity certified by the CAISO to transact in the CAISO market.

2.13 "Service Agreement" shall mean the General Services Agreement Between Northern California Power Agency and Trimark Associates, Inc., dated _____, 20__, for the provision of metering equipment maintenance.

2.14 "Uncontrollable Force" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of the Party claiming Uncontrollable Force which could not be avoided through the exercise of Good Utility Practice.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 Services. This Agreement is entered into by the Parties in order for NCPA to provide services to Contracting Members as described in the Scope of Services, Exhibit A hereto ("Services").

3.2 Authorized Representatives. The Authorized Representatives of the Parties for contract administration purposes under this Agreement are listed in Section 12.8.

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 12.16.

3.3 Standard of Performance. NCPA will perform and or oversee, as applicable, the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

3.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.3 above, and to satisfy NCPAs obligations hereunder.

3.6 Service Agreement. Contracting Members acknowledge that NCPA will provide all Services through the Service Agreement, rather than using NCPA employees, and that NCPA's direct Services are limited to the administration of the Service Agreement on behalf of the Contracting Members.

3.7 Operational Contact. Each Party shall identify a representative to act as its Operational Contact. Each Operational Contact will be the first point of contact for the Parties regarding coordination of Services provided under this Agreement and the Service Agreement. Each Operational Contact is listed in Exhibit D of this Agreement.

Section 4. TERM AND TERMINATION

4.1 Authorization to Perform Services. NCPA is not authorized to perform any initial Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from each Contracting Member's governing body confirming Contracting Member's authority to enter into this Agreement and confirming that the Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

4.2 Term. The term of this Agreement is intended to be consistent with that of the Service Agreement. The term of this Agreement shall begin on the Effective Date and shall end upon the termination date of the Service Agreement, as such Service Agreement termination date may be extended or shortened pursuant to that agreement.

Section 5. INDEMNITY AND INSURANCE

5.1 Limitation of NCPAs Liability.

5.1.1 Except as provided in this section 5.1, NCPA shall not at any time be liable for any injury or damage occurring to a Contracting Member or any other person or property from any cause whatsoever arising out of this Agreement, including the actions or inaction of Contractor.

5.1.2 The provisions of section 5.1.1 shall not apply where the injury or damage occurring to a Contracting Member is caused by the negligence of NCPA or of any employee, agent or contractor of NCPA, other than Contractor, and provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the NCPA insurance policies described in this Section 5.

5.1.3 Contracting Members Liable for NCPA's Deductibles and or Self-Insured Retentions. Notwithstanding Section 5.1.2 above, the Contracting Members agrees to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

5.2 Indemnification of NCPA. Except as specified in Section 5.1.2 above, Contracting Members shall, at their sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

5.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Members shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Members' sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and the Contracting Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnitee nor Contracting Members shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Members' duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

5.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5.

5.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of liability insurance as are annually approved by the Commission. The types and limits of liability insurance that are applicable to this Agreement are evidenced in policy summaries, which are attached hereto as Exhibit E. NCPA warrants and represents that the types of liability insurance and coverage limits shown in Exhibit E are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 30 days) of modification, cancellation or rescission of such coverage.

5.6 Contracting Member's Acknowledgment of Option to Secure Additional Insurance. Each Contracting Member acknowledges that there are limitations on NCPAs liability to Contracting Member under this Section 5 and that each Contracting Member may need to purchase additional insurance of its own to cover the additional risks and the potential additional liabilities it is assuming under this Agreement. Each Contracting Member agrees that it will cause, with respect to any additional insurance it obtains or which is otherwise available to Contracting Member, its insurer(s) to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

5.7 Survival of Obligations. The defense and indemnity obligations of Section 5 shall survive the termination of this Agreement.

5.8 Contractor Insurance and Liability. The Service Agreement obligates the Contractor to maintain certain insurance. Nothing in this Section 5 shall limit the right of a Contracting Member to recover damages from the Contractor, whether or not covered by such insurance; provided, however, the Contracting Member shall defend, indemnify and hold NCPA harmless against any subrogation or other claims by Contractor against NCPA pursuant to sections 5.2 and 5.3.

Section 6. COMPENSATION AND CHARGES

6.1 Compensation and Charges. Each Contracting Member hereby agrees to reimburse NCPA for all costs NCPA incurs for providing Services to Contracting Member. Charges for the Services provided hereunder shall be the sum of (a), (b) and (c) below, and shall be billed separately to each Contracting Member in accordance with Exhibit B:

- (a) Fixed Meter Fees. Charges for Services provided hereunder include a fixed annual fee of One Thousand Three Hundred Sixty Dollars (\$1,360) per primary meter, Seven Hundred Forty Dollars (\$740) per back-up meter, and Three Hundred Twenty Dollars (\$320) per auxiliary meter. Exhibit C lists all primary meters, back-up meters and auxiliary meters included within the scope of this Agreement.
- (b) Service Fees. Charges for Services provided hereunder include variable service fees based on the compensation schedule and hourly fees listed in Exhibit B. Service fees will be charged to each Contracting Member based actual Services provided.
- (c) Management Costs. NCPA management costs set forth in NCPAs then current Annual Budget (including amounts necessary to reimburse NCPA for the time expended by its employees and agents in administering this Agreement, including all attorneys fees), and other reimbursable expenses incurred in performing the Services. The Annual Budget will be updated and approved by the Commission, as it deems necessary, but not less than each year in connection with NCPAs Annual Budget process. Such approved updates will reflect NCPAs then current estimated annual cost for performing such continued Services.

Contracting Member shall pay NCPA for Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified herein shall be the only payments from Contracting Member to NCPA for Services rendered pursuant to this Agreement. NCPA shall submit all invoices to Contracting Member in the manner specified herein.

The Parties acknowledge and agree that compensation paid by Contracting Members to NCPA under this Agreement is based upon NCPA's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and the costs of Contractor under the Service Agreement, and that the compensation to be paid shall be adjusted by NCPA so as to fully recover its costs of the Services.

6.2 The Parties agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which NCPA and its employees, agents, and subcontractors may be eligible. Contracting Members therefore have no responsibility for such contributions beyond compensation required under this Agreement.

Section 7. BILLING AND PAYMENT

7.1 Invoices. NCPA shall submit invoices in the form of the All Resources Bill, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be accompanied with adequate and proper supporting information and documentation for the Services performed, if and as applicable.

7.2 Monthly Payment. Contracting Members shall make payments, based on invoices received, for Services performed, and for authorized reimbursable costs incurred as specified herein.

Payments shall be remitted directly to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Receivable

Except for an "Uncontrollable Force" as described in Section 9 hereof, any amount due and payable but not paid by a Contracting Member by no later than the invoice due date set forth on the invoice shall bear interest at the per annum prime rate (or reference rate) of the Bank of America NT & SA, then in effect, plus two percent per annum computed on a daily basis until paid. NCPA will mail all invoices within 24 hours of the invoice date thereon.

The postmark date on the envelope containing payment by check shall be used to determine timeliness of payment, except that payments received later than seven (7) days after the due date shall be declared late without regard to postmark date. An invoice coming due on a Friday, holiday, or weekend shall be due on the next following nationally recognized working day.

7.3 Billing Dispute. If all or any portion of a bill is disputed by a Contracting Member, the entire amount of the bill shall be paid when due, and NCPA's Authorized Representative shall

be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

7.4 Total Payment. Each Contracting Member shall pay for the Services to be rendered by NCPA pursuant to this Agreement. Contracting Member shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement other than the payments provided for herein unless the Agreement has been modified by a properly executed amendment in accordance with Section 12.16 this Agreement.

7.5 Reimbursable Expenses. Reimbursable expenses not contained in the Agreement or the Exhibits of the Agreement are not chargeable to Contracting Members.

7.6 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7.7 Payment upon Termination. Upon termination, Contracting Members shall compensate NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 8. STATUS OF NCPA

8.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Members. Contracting Members shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.4; however, otherwise Contracting Members shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Contracting Members, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Contracting Members and entitlement to any contribution to be paid by Contracting Members for employer contributions and/or employee contributions for PERS benefits.

Section 9. UNCONTROLLABLE FORCES

9.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance

of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

9.2 Each Party shall notify the other promptly, by telephone to the other Party's Operational Contact identified in Exhibit D and Authorized Representative identified in Section 3.2, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 12.8 to the other Party within 24 hours after providing notice by telephone. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 10. LEGAL REQUIREMENTS

10.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

10.2 Compliance with Applicable Laws. NCPA and Contractor shall comply with all laws applicable to the performance of the Services hereunder.

10.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and Contractor shall comply with all applicable rules and regulations to which Contracting Members are bound by the terms of such fiscal assistance program, provided that the affected Contracting Members shall have provided notice of such rules and regulations to NCPA prior to the approval of this Agreement.

10.4 Licenses and Permits. NCPA represents and warrants to Contracting Members that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Members that NCPA and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

10.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

NCPA shall include the provisions of this Subsection in any subcontract approved by Contracting Members' Contract Administrator or this Agreement.

Section 11. KEEPING AND STATUS OF RECORDS

11.1 Records Created as Part of NCPAs Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that NCPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the affected Contracting Members. NCPA hereby agrees to deliver those documents to Contracting Members upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Contracting Members and are not necessarily suitable for any future or other use. The Parties agree that, until final approval by Contracting Members, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both affected Parties, except as may otherwise be required by applicable law.

11.2 NCPAs Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to a Contracting Member under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to NCPA pursuant to this Agreement.

11.3 Inspection and Audit of Records. Any records or documents that Section 11.1 of this Agreement requires NCPA to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Contracting Members. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Contracting Members or as part of any audit of the Contracting Members, for a period of three (3) years after final payment under the Agreement.

11.4 Confidential Information and Disclosure. During the term of this Agreement, either Party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other Party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of

Receiving Party;

- (b) Has been made known to Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (d) Receiving Party is required by law to disclose; or
- (e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement] as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing] Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 12. MISCELLANEOUS PROVISIONS

12.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

12.2 Venue. In the event that either Party brings any action against the other under this Agreement] the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

12.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation] but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, either Party may terminate this Agreement upon ten (10) days written notice given within five (5) days of receipt of notice of final entry of judgment.

12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports,

written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.7 Conflict of Interest. NCPA shall not employ any Contracting Member official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Members shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

12.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when delivered in person, or sent by registered or certified first class mail, to the persons specified below:

Northern California Power Agency

Donna Stevener
Assistant General Manager; Administrative Services
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Alameda Municipal Power

Girish Balachandran
Utility Director
Alameda Municipal Power
2000 Grand Street
PO Box H
Alameda, CA 94501

With a copy to:

Farimah Faiz
Legal Counsel
Alameda Municipal Power
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501

City of Biggs

Pete Carr
Utility Director
City of Biggs
465 "C" Street
PO Box 307
Biggs, CA 95917

With a copy to:

Gregory P Einhorn
Legal Counsel
City of Biggs
854 Manzanita Court, Suite 110
Chico, CA 95926

City of Gridley

Rob Hickey
Utility Director
City of Gridley
685 Kentucky Street
Gridley, CA 95948

With a copy to:

Brant J. Bordsen
Legal Counsel
Rich, Fuidge, Morris & Iverson, Inc.
1129 D Street
PO Box A
Marysville, CA 95901

City of Healdsburg

Terry Crowley
Utility Director
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

With a copy to:

Michael E. Gogna
Legal Counsel
Meyers, Nave, Riback, Silver & Wilson
401 Mendocino Avenue, Suite 100

Santa Rosa, CA 95401

City of Lodi

Elizabeth Kirkley
Utility Director
City of Lodi
1331 Ham Lane
Lodi, CA 95242

With a copy to:

Stephen Schwabauer
Legal Counsel
City of Lodi
221 W. Pine Street
PO Box 3006
Lodi, CA 95241

City of Lompoc

Ronald Stassi
Utility Director
City of Lompoc
100 Civic Center Plaza
PO Box 8001
Lompoc, CA 93436

With a copy to:

Joe Pannone
Legal Counsel
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

City of Palo Alto

Valerie Fong
Utility Director
City of Palo Alto
250 Hamilton Avenue
PO Box 10250
Palo Alto, CA 94301

With a copy to:

Grant M.W. Kolling
Senior Asst. City Attorney
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

Plumas Sierra Rural Electric Cooperative

Bob Marshall
Utility Director
Plumas Sierra Rural Electric Cooperative
732233 Highway 70
Portola, CA 96122

With a copy to:

Liz Johnson
Legal Counsel
Law Office of Wilkins and Johnson
494 Main Street
PO Box 307
Weaverville, CA 96093

Port of Oakland

Wing Lau
Utility Director
Port of Oakland
530 Water Street
PO Box 2064
Oakland, CA 94604

With a copy to:

Mary Richardson
Legal Counsel
Port of Oakland
530 Water Street
PO Box 2064
Oakland, CA 94604

City of Ukiah

Mel Grandi
Utility Director
City of Ukiah
300 Seminary Avenue

Ukiah, CA 95482

With a copy to:

David J. Rapport
Legal Counsel
Rapport and Marston
405 West Perkins Street
Ukiah, CA 95482

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

12.9 Integration; Incorporation. This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between Contracting Members and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule and Hourly Fees
Exhibit C – List of Primary Sites and Equipment
Exhibit D – Contracting Members' and NCPA Operational Contacts
Exhibit E – NCPA Summaries of Liability Insurance

12.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, the Parties agree to resolve the dispute in accordance with the following:

12.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

12.10.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

12.10.3 If the issue remains unresolved after ONE HUNDRED AND TWENTY (120) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

12.10.4 This informal resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

12.11 Other Anreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Obligations Several. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever been construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

12.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

12.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

12.16 Amendments.

12.16.1 Deemed Approved Amendments. It is understood and agreed by the Parties that any NCPA Commission approved update to the then current NCPA Annual Budget rates and charges related to Services to be performed under this Agreement is deemed an approved amendment to this Agreement.

12.16.2 Addition or Removal of Equipment. The Parties may, only by a writing signed by the Authorized Representative of NCPA, the Authorized Representative of affected Contracting Member and Contractor, add or remove Equipment listed in Exhibit C that is owned or operated by a Contracting Member, and such changes to Exhibit C shall not constitute an amendment to this Agreement. A copy of any revised Exhibit C will be provided to all Contracting Members within thirty (30) days of such revision.

12.16.3 Authorized Representatives, Addresses for Notice and Operational Contacts. Any Party may, by providing written notice to the other Parties, modify either the identity or address for its Authorized Representative as identified in section 3.2, may amend its address for notice as provided in Section 12.8, or modify the identity or contact information for its Operational Contact as identified in Exhibit D.

12.16.4 Amendments in General. Except as otherwise provided in this Section 12.16, the Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as Exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

Northern California Power Agency

City of Alameda

JAMES H. POPE, General Manager

[Name/Title]

Attest:

Attest:

Assistant Secretary of the Commission

[Name/Title]

Approved as to Form:

Approved as to Form:

General Counsel

[Name/Title]

City of Biggs

City of Gridley

[Name/Title]

[Name/Title]

Attest:

Attest:

[Name/Title]

[Name/Title]

Approved as to Form:

Approved as to Form:

[Name/Title]

[Name/Title]

City of Healdsburg

[Name/Title]

Attest:

[Name/Title]

Approved as to Form:

[Name/Title]

City of Lodi

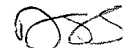
KONRADT BARTLAM / City Manager

Attest:

RANDI JOHL / City Clerk

Approved as to Form:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

[Name/Title]



City of Lompoc

[Name/Title]

Attest:

[Name/Title]

Approved as to Form:

[Name/Title]

City of Palo Alto

[Name/Title]

Attest:

[Name/Title]

Approved as to Form:

[Name/Title]

Plumas Sierra Rural Electric Cooperative

City of Oakland (Acting through its Board of Commissioners)

[Name/Title]

Attest:

[Name/Title]

Attest:

[Name/Title]

Approved as to Form:

[Name/Title]

Approved as to Form:

[Name/Title]

[Name/Title]

City of Ukiah

[Name/Title]

Attest:

[Name/Title]

Approved as to Form:

[Name/Title]

EXHIBIT A SCOPE OF SERVICES

In accordance with the terms of this Agreement NCPA will manage, on behalf of Contracting Members, the acquisition of Services from Contractor as provided below. Pursuant to the Service Agreement, Contractor will provide the Services listed in Exhibit A herein, in coordination with NCPA. It is intended that this Scope of Services be consistent with, and not more broad than, the scope of services in the Service Agreement.

The Scope of Services provided in accordance with this Agreement are described below, and have been made for the purpose of repair, maintenance, installation, and removal of CAISO metering equipment (including CAISO revenue quality metering), Remote Terminal Unit ("RTU") and/or Programmable Logic Controller ("PLC") equipment, and any Contractor or NCPA provided communications or interface devices ("Equipment") located at or installed on the premises of the NCPA primary sites listed in Exhibit C ("Primary Site"). Equipment located at each Primary Site is listed in Exhibit C. Current transformers ("CTs") and potential transformers ("PTs") located at or installed on Primary Sites are not included as Equipment covered under this Agreement. Pursuant to this Agreement, Contractor agrees to perform the following Services on behalf of NCPA:

1. Support for Failures of Equipment
2. Equipment Maintenance
3. Spare Equipment, Installation and Removal

Further details regarding the Scope of Services provided pursuant to the Service Agreement are listed in Exhibit A of the Service Agreement.

First Response Option

Pursuant to the CAISO tariff, timelines provided for the maintenance and repair of Equipment located at the Primary Sites are short in duration (e.g. CAISO settlement quality metering equipment must be repaired and returned to service within forty-eight (48) hours of the initial failure); therefore timely coordination between Contracting Members, NCPA and Contractor is necessary in order to comply with Contracting Members' obligations. Due to the immediate nature of such requirements, once NCPA, acting on behalf of Contracting Members as Scheduling Coordinator, or Contractor identifies or becomes aware of a meter failure or other issue associated with the Equipment listed in Exhibit C, NCPA will automatically request Services from Contractor, pursuant to the Service Agreement, to remedy the problem identified without consultation with the impacted Contracting Member unless Contracting Member has elected the First Response Option as described below:

- A Contracting Member may elect, by providing to NCPA written notice of such election (the "First Response" Option), under which NCPA will first coordinate maintenance and/or repair of Equipment with Contracting Member prior to requesting Services from Contractor. In response to NCPA's notice of an identified problem with Contracting Member's

Equipment, if Contracting Member confirms that it will use its own resources and staff to remedy the problem identified, NCPA will not request Services from Contractor unless Contracting Member's Operational Contact notifies NCPA's Operational Contact by telephone call that the Contracting Member is unable to remedy the identified problem in a timely manner. Such telephonic notice must be followed by written notice within 24 hours.

Notwithstanding a Contracting Member's election of the First Response Option, if NCPA identifies a problem with Contracting Member's Equipment, and as a result notifies Contracting Member's Operational Contact per telephone call and/or electronic communication of the problem, but after providing an initial notice to Contracting Member NCPA is unable to immediately confirm that Contracting Member's Operational Contact has acknowledged receipt of such notice, NCPA will automatically request Services from Contractor to remedy the problem identified without further consultation with the impacted Contracting Member.

EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for Services provided under this Agreement will be based on the Compensation Schedule and Hourly Fees in the Service Agreement and the provisions of Section 6 of this Agreement. This Exhibit B is intended to be consistent with the provisions of Exhibit B of the Service Agreement.

Fixed Meter Fee

CAISO revenue metering service pricing is broken into three categories based on the principal purpose of the meter, and importance in the metering scheme. A "Primary Meter" means the meter that is the settlement quality meter used by CAISO and/or by others for financial settlement. A "Back-up Meter" (otherwise known as a redundant meter or checking meter) means the meter that is physically measuring the same power as the Primary Meter, but which is not the Primary Meter. An "Auxiliary Meter" means the meter that is intended to measure parasitic or other station loads. The following schedule of CAISO metering rates reflects Contractors rates, measured per meter, per year, for retaining Contractor's Services as stated herein. This schedule shall be deemed amended in the event that Exhibit B of the Service Agreement is amended.

CAISO METER TYPE		
Primary Meter	Back-up Meter	Auxiliary Meter
\$1,360 Per Meter Per Year	\$740 Per Meter Per Year	\$320 Per Meter Per Year

Service Fee

Service	Rate	Discount Rate
Travel Surcharge for scheduled maintenance and up to one annual emergency site visit (applies only to sites located more than 200 miles from Folsom, California 95630)	Within 200 miles of Folsom: Included 201 – 250 miles: \$400 per trip 251 – 300 miles: \$500 per trip 301 – 500 miles: \$600 per trip	Same
Travel Costs for additional services	Billed at actual cost + 12%	Same
RTU/PLC/ Specialist	\$130 / Hour	Same
CAISO Certified Meter Inspector for add'l services	\$130 / Hour	Same

EXHIBIT C LIST OF PRIMARY SITES AND EQUIPMENT

The Primary Sites and Equipment included within the Scope of Services provided under this Agreement are listed in this Exhibit C. This Exhibit C is intended to be consistent with Exhibit B of the Service Agreement, and shall be deemed amended in the event Exhibit B of the Service Agreement is amended.

Primary Sites	Site Type	Contracting Member	Primary Meter	Back-Up Meter	Auxiliary Meter	ScadaPak RTU	Allen/Bradley PLC	Other PLC
Oakland C	Load	Alameda	1			1		
Oakland J	Load	Alameda	1			1		
Biggs 12 KV	Load	Biggs	1			1		
Biggs 60 KV	Load	Biggs	1			1		
Gridley	Load	Gridley	1			1		
Healdsburg	Load	Healdsburg	1			1		
Lodi Industrial	Load	Lodi	2			1		
Lodi White Slough	Load	Lodi	1			1		
Lompoc	Load	Lompoc	2			1		
Palo Alto	Load	Palo Alto	3	-	-	1		-
Palo Alto COBUG	Generation	Palo Alto	1	-	-	1		-
Plumas Marble	Load	Plumas	1					Portola Scada
Plumas Quincy	Load	Plumas	1			1		
Oakland Airport	Load	Port	2			1		
Oakland Marina	Load	Port	2			1		
Ukiah Babcock	Load	Ukiah	1			1		
Ukiah Gobbie	Load	Ukiah				1		
Ukiah Lake	Generation	Ukiah	1				3 --PLC 10,11,12	
Mendocino								
TOTAL			23			16	1	1

EXHIBIT D
CONTRACTING MEMBERS' AND NCPA OPERATIONAL CONTACTS

The following is a list of each Party's Operational Contacts:

Northern California Power Agency

John Sawicky
Assistant Manager, Information Services
651 Commerce Drive
Roseville, CA 95678
Phone: 916-781-4242
Fax: 916-783-7693
Email: john.sawicky@ncpa.com

Alameda Municipal Power

Operational Contact

City of Biggs

Operational Contact

City of Gridley

Operational Contact

City of Healdsburg

Operational Contact

City of Lodi

Operational Contact

City of Lompoc

Operational Contact

City of Palo Alto

Operational Contact

Plumas Sierra Rural Electric Cooperative

Operational Contact

Port of Oakland

Operational Contact

City of Ukiah

Operational Contact

EXHIBIT E
NCPA SUMMARIES OF LIABILITY INSURANCE

See the attached Summaries of the following insurance coverage:

1. Workers' Compensation & Employer's Liability
2. Automobile Liability & Physical Damage
3. Excess Liability
4. Professional Liability



**GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TRIMARK ASSOCIATES, INC.**

This agreement for General Services ("Agreement") is entered into on _____, 20__ (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Trimark Associates, Inc., whose principal offices are located at 193 Blue Ravine Road, Suite #120, Folsom, CA, 95630 ("contractor"). Agency and Contractor are sometimes referred to herein individually as a Party and collectively as the Parties.

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all Services listed in Exhibit A ("Scope of Services"), as described in each Purchase Order entered into and executed by the Parties from time to time.

- 1.1 **Purchase Orders.** Contractor and Agency may enter into any number of Purchase Orders relating to one or more projects to perform Services under this Agreement. Each Purchase Order shall: (i) be separately numbered and (ii) contain at a minimum the following information: name of contracting Parties, date of this Agreement, date of Purchase Order, specific project location as listed in Exhibit C, description of Services to be performed, date when Services are to be performed or delivered, and amount of compensation payable to Contractor for such Services in accordance with the Compensation Schedule and Hourly Fees listed in Exhibit B. Each Purchase Order is hereby incorporated herein as if fully set forth herein. Notwithstanding the foregoing, if any terms or conditions in the Purchase Order, or any attachment thereto, are inconsistent or in conflict with the Agreement, this Agreement shall control. The Parties agree that no Purchase Order shall amend or modify this Agreement. The Projects for which the Parties enter into a Purchase Order are herein referred to individually as a "Project" and collectively as the "Projects". Any Services, work or supplies which may be performed or provided by Contractor with respect to a particular Project prior to the actual date of execution by Contractor and Agency of an appropriate Purchase Order shall nonetheless be deemed to be performed under this Agreement and all of the provisions hereof shall apply to such Services, work and supplies.
- 1.2 **Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by Agency, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. If the performance of the Services extends beyond the three (3) year term of this Agreement, then the term of this Agreement shall be extended solely for and until completion of the outstanding Purchase Orders.
- 1.3 **Standard of Performance.** Contractor shall diligently perform all Services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

- 1.4 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform Services in connection with this Agreement.
- 1.5 **Termination.** Agency may terminate this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for Services satisfactorily completed as of the date of written notice of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency documents and records identified in Section 10.1 of this Agreement,

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor for the Services rendered under each Purchase Order, whether by fixed price, hourly rates subject to a fixed rate schedule with a not to exceed amount, or other basis as may be described in the applicable Purchase Order consistent with the Compensation Schedule and Hourly Fees listed in Exhibit B herein. Compensation for Services performed under this Agreement shall **NOT EXCEED** Eighty Seven Thousand Five Hundred Dollars (\$87,500.00) per year, or total compensation of Two Hundred Sixty Two Thousand Five Hundred Dollars (\$262,500) during the full term of this agreement.

- 2.1 **Invoices.** Contractor shall submit invoices once a month during the performance of each Purchase Order, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice Agency for all amounts due and outstanding under each Purchase Order governed by this Agreement. In the event Contractor fails to invoice Agency for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from Agency for such amounts under the applicable Purchase Order. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

- 2.2 **Payment.** Agency shall make monthly payments, based on invoices received, for *Services* satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the applicable Purchase Order.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

- 3.1 Provided that Agency gives reasonable advance notice to Contractor, Agency may propose in writing changes to Contractor's work within the Services described in any particular Purchase Order after its origination. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule

for performance, of the Services under such Purchase Order, Contractor shall notify Agency in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Services as agreed by the Parties at the time of execution of any particular Purchase Order. When and if Agency and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance under any Purchase Order, they shall confirm such agreement in writing as an amendment or supplement to Purchase Order. In the event the Parties cannot reach agreement as to the proposed change, at the Agency's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc. actually used to perform the work.

- 3.2 Agency shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon agency's written request, Contractor begins work in accordance with a proposed change, Agency shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until Agency notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform Services in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include the power plant areas, all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing Services, whether owned, leased or rented. Agency will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Services. Agency shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

- 5.2 **Commercial General and Automobile Liability Insurance.**

- 5.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- 5.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- 5.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 Professional Liability Insurance.** Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.
- 5.5 All Policies Requirements.**
- 5.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the Agency, provide Agency with (1) Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the Agency, complete copies of all policies and/or complete copies of all endorsements that demonstrate compliance with this Section 5.
- 5.5.2 Notice of Reduction in or Cancellation of Coverage.** An endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency. Contractor shall also provide thirty (30) days' prior notice to the Agency by certified mail of any impending reduction in the limits or coverage of any insurance policies that form a part of this agreement.
- 5.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTORS RESPONSIBILITIES.

- 6.1 Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of Agency. Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENT.

- 8.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 8.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 8.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services or programs provided by Contractor under this Agreement.
- 8.5 **Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code § 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these Services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Services under this Agreement.

Section 9. MODIFICATION.

- 9.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 **Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency.
- 9.3 **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to Agency's satisfaction.
- 9.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 9.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
- 9.5.1 Immediately terminate the Agreement;
 - 9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
 - 9.5.3 Retain a different Contractor to complete Services described in the applicable Purchase Order not finished by Contractor; or
 - 9.5.4 Charge Contractor the difference between the costs to complete Services described in the applicable Purchase Order that is unfinished at the time of breach and the amount that Agency would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the Agency.
- 10.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3)

years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

- 10.3 Confidential Information and Disclosure.** During the term of this Agreement, either Party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other Party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that Agency is a public agency and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

- 11.1** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement and the Purchase Order applicable to such Services, all with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying Services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement and the Purchase Orders. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement or the applicable Purchase Order. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from Agency, replace or repair the same to Agency's satisfaction. Unless otherwise expressly permitted by the applicable Purchase Order, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.
- 11.2** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services performed under this Agreement.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure

safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

- 12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to Agency upon request.
- 12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of a Project and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Services.
- 12.8** Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9** Contractor shall, at the sole option of the Agency develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Contract Administration.** This Agreement shall be administered by Donna Stevener, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.6 Notices.** Any written notice to Contractor shall be sent to:

Mark Morosky
President
Trimark Associates Inc.
193 Blue Ravine Road, Suite #120
Folsom, CA. 95630
Office (916) 357-5970
Cell (916) 718-2871
FAX (916) 357-5971

With a copy to:

Karla Gunter
Operations Manager
Trimark Associates Inc.
193 Blue Ravine Road, Suite #120
Folsom, CA. 95630
kgunter@trimarkassoc.com
Office (916) 357-5970
FAX (916) 357-5971

Any written notice to Agency shall be sent to:

Donna Stevener
Assistant General Manager; Administrative Services
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

13.7 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.8 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule and Hourly Fees
Exhibit C – List of Primary Sites and Equipment

13.9 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action.

This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

TRIMARK ASSOCIATES, INC.

Date: _____

Date: _____

JAMES H. POPE, General Manager

MARK MOROSKY, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A SCOPE OF SERVICES

The Scope of Services provided in accordance with this Agreement are described below, and have been made for the purpose of repair, maintenance, installation, and removal of CAISO metering equipment (including CAISO revenue quality metering), Remote Terminal Unit ("RTU") and/or Programmable Logic Controller ("PLC") equipment, and any Contractor or Agency provided communications or interface devices ("Equipment") located at or installed on the premises of the NCPA primary sites listed in Exhibit C ("Primary Site"). Equipment located at each Primary Site is listed in Exhibit C. Current transformers ("CTs") and potential transformers ("PTs") located at or installed on Primary Sites are not included as Equipment covered under this Agreement. Pursuant to this Agreement, Contractor agrees to perform the following services ("Services"):

1. Support for Failures of Equipment (CAISO metering equipment, RTU/PLC equipment and communications devices):
 - a. Provide remote network or dial-in support service to troubleshoot and make repairs in response to reported or actual Equipment failures within ten hours; and
 - b. Provide support service at the Primary Sites, as necessary, where the Equipment is located or installed within one day (24 hours) following a reported Equipment failure; travel and other expenses may be charged by Contractor in accordance with the Agreement, and will be charged based on rates and fees listed in Exhibit B; and
 - c. Maintain current configuration and documentation on Equipment including programs, configuration details and other Equipment related software and/or application drivers; and
 - d. Provide one (1) annual emergency site visit to Primary Sites, as necessary, without charge to repair or replace failed Equipment, including travel and expenses for Contractor staff to travel to and work at the effected Primary Sites.
2. Equipment Maintenance (CAISO metering equipment, RTU/PLC equipment and communications devices):
 - a. Maintain current configuration and documentation on Equipment including Metering programs, RTU/PLC programs and CAISO documentations package; and
 - b. Provide one (1) annual maintenance visit without charge to replace the meter battery (on a two year cycle), and to conduct a CAISO meter registration test (annually). During the annual maintenance visit, the RTU/PLC equipment will be reviewed, and any preventative maintenance will be taken, as necessary; and
 - c. Inspect for any corrosion, deterioration or other pending circumstances that may lead to or result in imminent Equipment failure.
3. Spare Equipment, Installation and Removal (CAISO metering equipment, RTU/PLC equipment and communications devices):
 - a. Maintain one spare revenue meter at Contractor's office for each ten primary meters listed in Exhibit C, to be used to support failure of any production meters located on the Primary Sites; and
 - b. Maintain one spare PLC/RTU at Contractor's office for each ten Primary Sites listed in Exhibit C, to be used to support failure of any production meters located at the Primary Sites; and

- c. Procure the Equipment and perform installations, servicing and removal of Equipment corresponding with authorized Purchase Order projects; and
- d. Perform all installations, repairs and Equipment removals in accordance with applicable codes, Contractor practices and customs; and
- e. Promptly provide Agency with information about service problems or complaints received from any Primary Site, including all details provided by the Primary Sites in question.

NCPA shall provide the following information to Contractor upon request:

- 1. A list of contacts to be used by Contractor to coordinate access to the primary sites listed in Exhibit C; and
- 2. Provide remote access to Equipment via a functioning dedicated CAISO network connection at each Primary Site.

EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for Services provided under this Agreement will be based on the Compensation Schedule and Hourly Fees listed in Exhibit B herein.

SERVICE AGREEMENT / TIME AND MATERIALS COSTS

Service	Rate	Discount Rate
Travel Surcharge for scheduled maintenance and up to one annual emergency site visit (applies only to sites located more than 200 miles from Folsom, California 95630)	Within 200 miles of Folsom: Included 201 – 250 miles: \$400 per trip 251 – 300 miles: \$500 per trip 301 – 500 miles: \$600 per trip	Same
Travel Costs for additional services	Billed at actual cost + 12%	Same
RTU/PLC/ Specialist	\$130 / Hour	Same
CAISO Certified Meter Inspector for add'l services	\$130 / Hour	Same

CAISO METERING RATES (*1 to 700 Meters*)

CAISO revenue metering service pricing is broken into three categories based on the principal purpose of the meter, and importance in the metering scheme. A Primary meter means the meter that is the settlement quality meter used by CAISO and/or by others for financial settlement. A Back-up meter (otherwise known as a redundant meter or check metering) means the meter that is physically measuring the same power as the Primary meter, but which is not the Primary meter. An Auxiliary Meter means the meter that is intended to measure parasitic or other station loads. The following schedule of CAISO metering rates reflects Contractor's rates, measured per meter, per year, for retaining Contractor's Services as stated herein.

CAISO METER TYPE		
Primary	Back-up	Auxiliary
\$1,360 Per Meter Per Year	\$740 Per Meter Per Year	\$320 Per Meter Per Year

EXHIBIT C LIST OF PRIMARY SITES AND EQUIPMENT

The Primary Sites and Equipment included within the Scope of Services provided under this Agreement are listed in Exhibit C herein. If a new Primary Site or Equipment is added to Exhibit C to be included within the Scope of Services provided under this Agreement, compensation for Services provided for the Primary Site or Equipment will be based on the rates and fees listed in Exhibit B.

Primary Sites	Site Type	NCPA Member	Primary Meter	Back-Up Meter	Auxiliary Meter	ScadaPak RTU	Allen/Bradley PLC	Other PLC
Alameda CT 1	Generation	NIA	1					Micronet
Alameda CT 2	Generation	NIA	1					Micronet
Belota	Generation	NIA	2			1		
Biggs 12 KV	Load	Biggs	1			1		
Biggs 60 KV	Load	Biggs	1			1		
Collierville	Generation	NIA					3--PLC 33, 35, 36	
Geothermal Units 1 & 2	Generation	NIA	2			1		
Geothermal Units 3 & 4	Generation	N/A	2			■		
Gridley	Load	Gridley	1			1		
Healdsburg	Load	Healdsburg	1			1		
Lodi CT 1	Generation	NIA	1					Micronet
Lodi Industrial	Load	Lodi	2			1		
Lodi STIG	Generation	NIA	1			1		
Lodi White Slough	Load	Lodi	1			1		
Lompoc	Load	Lompoc	2			1		
New Spicer Hydro	Generation	N/A	1					
Oakland Airport	Load	Port	2			■		
Oakland C	Load	Alameda	1			1		
Oakland J	Load	Alameda	1			1		
Oakland Marina	Load	Port	2			1		
Palo Alto	Load	Palo Alto	3			1		
Palo Alto COBUG	Generation	Palo Alto	1			1		
Plumas Marble	Load	Plumas	1	-	-	■	■	Portola Scada
Plumas Quincy	Load	Plumas	1			1		
Ukiah Babcock	Load	Ukiah	1			1		
Ukiah Gobbie Ukiah Lake	Load	Ukiah				1		
Mendocino	Generation	Ukiah	1				3--PLC 10,11,12	
TOTAL			34			20	2	4

RESOLUTION NO. 2011-158

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE METER MAINTENANCE PROGRAM AGREEMENT, THE
METERING EQUIPMENT TRANSFER LETTER OF
AGREEMENT, AND THE BILL OF SALE AND AUTHORIZING
EXECUTION BY THE CITY MANAGER WITH ADMINISTRATION
BY THE ELECTRIC UTILITY DIRECTOR

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WHEREAS, the City of Lodi (City) operates as a Metered Subsystem located within the California Independent System Operator (CAISO) Balancing Authority Area and is a party to the Second Amended and Restated Northern California Power Agency (NCPA) MSS Aggregator Agreement (MSSA Agreement); therefore, the City is obligated to comply with certain provisions of the CAISO Tariff applicable to metering equipment, including but not limited to, maintenance, outages, testing, and certification; and

WHEREAS, pursuant to Letter of Agreement 08-SNR-01177 made by and between NCPA and the Western Area Power Administration (Western), Western has transferred full title of meters and metering equipment located at the City's points-of-interconnection and in exchange NCPA provided to Western new meters of equivalent value; and

WHEREAS, pursuant to NCPA Commission Resolution 08-103, the City previously provided funds to NCPA, which NCPA then used to purchase the replacement meters that were delivered to Western, and in exchange for such funds NCPA has agreed to transfer full right, title, and interest in the meters and metering equipment received by NCPA from Western to the City, but such transfer has not occurred; and

WHEREAS, NCPA has developed the Metering Equipment Transfer Letter of Agreement and Bill of Sale to effectuate the transfer of such meters and metering equipment from NCPA to the City; and

WHEREAS, NCPA has developed the Meter Maintenance Program Agreement, under which NCPA will acquire services from Trimark Associates Inc. (Trimark), pursuant to the General Services Agreement between NCPA and Trimark (Services Agreement), on behalf of the City, to perform meter maintenance activities; and

WHEREAS, the Services Agreement provides for maintenance, repair, certification, testing, installation, replacement, and removal of meters and metering equipment located at the City's points-of-interconnection with the CAISO Balancing Authority Area; and

WHEREAS, pursuant to the Meter Maintenance Program Agreement, NCPA will manage the coordination of meter maintenance and repair activities between the City and Trimark; therefore, the Meter Maintenance Program Agreement will benefit the City by providing a cost effective, coordinated, and responsive service to maintain meters and metering equipment; and

WHEREAS, the costs for services provided to the City under the Meter Maintenance Program Agreement will be based on the compensation schedules and hourly fees specified in the Meter Maintenance Program Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Metering Equipment Transfer Letter of Agreement and the Bill of Sale to effectuate the transfer of meters and metering equipment from NCPA to the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does also authorize the City Manager to execute and the Electric Utility Director to administer the Metering Equipment Transfer Letter of Agreement and the Bill of Sale on behalf of City; and

BE IT FURTHER RESOLVED that the City Council does also approve the Meter Maintenance Program Agreement, which will benefit the City by providing a cost effective, coordinated, and responsive service to maintain meters and metering equipment, which is required to remain compliant with the rules of the CAISO Tariff and MSSA Agreement; and

BE IT FURTHER RESOLVED that the City Council does also authorize the City Manager to execute and the Electric Utility Director to administer the Meter Maintenance Program Agreement.

Dated: October 19, 2011

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I hereby certify that Resolution No. 2011-158 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk